

EXHIBIT P

PLANS APPROVAL PROCESS

1.1 Effect of Approval on this Agreement. City's approval of plans submitted shall be for purposes of this Agreement only and shall constitute irrevocable approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. City shall not reject subsequent plans to the extent the matter to which City objects was plainly shown on plans previously approved by City. However, City is not precluded from objecting to matters not previously approved, changes to plans, or refinements or implementation of matters previously approved.

1.2 Relationship of Approval to Regulatory Processes. City's issuance of building permits or zoning clearances, or any other governmental reviews or actions, shall not constitute approval of any plans for purposes of this Agreement. Developer's submission of plans under this Agreement, City's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar governmental plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement.

1.3 Plans Required. Developer's design of all Developer's Improvements shall occur in three stages culminating in final working construction documents for the Developer's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:

1.3.1 Conceptual plans , which the parties acknowledge are satisfied by the Conceptual Site Plan.

1.3.2 Preliminary plans showing (a) building finishes and treatments, (b) elevations, (c) general internal layout and general external building design and decoration schemes (including without limitation colors, textures and materials), (d) conceptual mechanical, electrical, plumbing and other utility systems for future facilities to be owned by City, (e) building materials, (f) landscaping and (g) other elements reasonably necessary for preparation of final working construction documents and showing compliance with all requirements of this Agreement.

1.3.3 Final Plans.

1.4 Approval Process. The following procedure shall govern Developer's submission to City of all plans for Developer's Improvements, including any proposed changes by Developer to previously approved plans for Developer's Improvements:

1.4.1 Developer shall deliver all plans submissions under this Agreement directly to City's General Manager, Economic Vitality, and shall clearly label the submissions to indicate that they are submitted pursuant to this Agreement and not for building permits, zoning or other approvals. Each submittal of plans by Developer under this Agreement for City's review shall include two (2) complete sets of the plans on paper.

1.4.2 Developer shall coordinate with City as necessary on significant design issues prior to preparing plans to be submitted under this Agreement.

1.4.3 In addition to other submissions required under this Agreement with respect to specific Developer's Improvements, Developer shall simultaneously deliver to City's General Manager, Economic Vitality, one copy of all applications and supplemental, supporting and related materials for all zoning, development review and similar processes for such Developer's Improvements (excluding building permits).

1.4.4 No plans submitted under this Agreement shall be deemed approved by City until City stamps them "APPROVED PER PARAGRAPH _____ OF THE LOS ARCOS REDEVELOPMENT AGREEMENT," or such similar wording as City may choose from time to time and City's General Manager, Economic Vitality, initials and dates the stamp (collectively "Stamped").

1.4.5 Construction shall not commence until Developer delivers to City a formal certification in favor of City by a qualified registered engineer acceptable to City to the effect that the Developer's Improvements are properly designed to be safe and functional. Such certification shall be accompanied by and refer to such supporting information and analysis as City may require by notice to Developer. Such certification shall be on the face of the Final Plans.

1.4.6 All City plans reviews, inspections, standards and other rights and actions with relation to Developer's Improvements are for City's sole and exclusive benefit and no other party or person shall rely thereon or have any rights related thereto.

1.4.7 Developer shall hand deliver all plans submitted under this Agreement to City no later than as is necessary for Developer to timely obtain the approvals required by this Agreement. Developer is responsible to allow adequate time for all communications and plans revisions necessary to obtain approvals and shall schedule its performances hereunder and revise its plans as necessary to timely obtain all approvals. Developer shall be entitled to assume that City will comply with its obligations in reviewing and approving submissions made by Developer under this

Agreement, but no such assumption shall apply to any zoning, building code or other regulatory processes that may apply.

1.4.8 Within twenty (20) days after City's receipt of plans submitted by Developer pursuant to this Agreement, City shall make available to Developer one (1) copy of such plans either Stamped or marked to indicate the reasons that City does not approve the plans.

1.4.9 If changes are required by City to plans submitted by Developer under this Agreement, Developer shall revise such plans incorporating the changes required by City and shall within twenty (20) days after City returns the marked up plans to Developer submit revised plans to City. Within twenty (20) days after City's receipt of the revised plans, City shall make available to Developer one (1) copy of such revised plans either Stamped or marked to indicate the reasons that City does not approve such revised plans.

1.4.10 Developer shall, following City's approval thereof, provide to City one set of copies of the Final Plans for any Developer's Improvements for City's unrestricted use.

1.4.11 Minor Changes. City's consent shall not be required for minor changes to any Developer's Improvements discovered by Developer during the course of construction to be necessary to complete construction as contemplated by the Final Plans therefore. For purposes of the preceding sentence, "minor changes" are those that do not materially alter the structure, size, layout, location, quality, appearance, functionality or other aspects of any room, area, feature, structure, or other aspects of any Developer's Improvements. Developer shall give to City as much advance notice of any minor changes as is reasonably possible. In the event advance notice to City is not possible, Developer shall as soon as reasonably possible, and in no event later than three (3) days after the change, give City notice of any such minor change.